

2/22/86

COPY

COPY

FIRST AMENDMENT TO
MASTER DEED OF
KIMBALL TOWERS COMMERCIAL
CONDOMINIUM

THIS AMENDMENT dated as of the 22th day of February, 1986 amends the Master Deed of the Kimball Towers Commercial Condominium dated October 31, 1985, and recorded with the Hampden County Registry of Deeds in Book 5944, Page 540.

WITNESSETH:

WHEREAS, the undersigned, being the owners of all of the units (the "Units") of the abovementioned Kimball Towers Commercial Condominium owning and entitled to vote one-hundred (100%) percent in common interest of the Kimball Towers Commercial Condominium, hereby waiving notice of any meeting of the Unit Owners of the Condominium as permitted under Section 2 of Article V of the By-Laws of the Kimball Towers Commercial Condominium Association recorded with said Hampden Deeds in Book 5944, Page 561, hereby consent to and adopt the within amendment to the Master Deed, and said Master Deed is hereby amended, as follows:

A. The correct address of the "Building" described in said Master Deed and of the Kimball Towers Commercial Condominium is 415 Bridge Street and 140 Chestnut Street in Springfield, Hampden County, Massachusetts, and any addresses set forth in the Master Deed and in the aforesaid By-Laws of the Kimball Towers Commercial Condominium Association which are inconsistent are hereby corrected.

B. The undersigned Trustees of the Kimball Towers Realty Trust, referred to in the said Master Deed as "Sponsor", hereby, by duly executing and recording this First Amendment to Master Deed, submit the premises in Springfield, Hampden County, Massachusetts more particularly described in the "Legal Description" attached hereto and made a part hereof, together with all easements, rights, benefits and appurtenances belonging thereto, to the provision of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as part of the Kimball Towers Commercial Condominium established under the aforesaid Master Deed, as amended hereby. The said Sponsor proposes to create, and does hereby create with respect to the premises described in the Legal Description an additional portion of the Kimball Towers Commercial Condominium, governed by and subject to the provisions of said General Laws Chapter 183A. Accordingly, the Master Deed is further amended as follows:

(1) The term "Property", wherever it appears in the Master Deed, shall include the land and premises described in the Legal Description; and

(2) Paragraph 2 of the Master Deed of the Kimball Towers Commercial Condominium appearing on Page 2 thereof, is hereby changed by deleting the first ten lines thereof after the caption, to-wit:

"The premises of the Condominium includes, in addition to the units and common areas and facilities, the perpetual rights and easements on and upon the parcel of land (herein called the "Building Parcel") more particularly described as the First Parcel in Exhibit A to the Master Deed of the Kimball Towers Residential Condominium (herein called the "Residential Master Deed") recorded herewith, and the building on the Building Parcel (the "Building") situate thereon addressed as and generally known as 140 Bridge Street and 415 Chestnut Street in said Springfield,"

and by substituting the following therefor:

"The premises of the Kimball Towers Commercial Condominium includes the land located at the corners of Dwight Street and Bridge Street in Springfield, Hampden County, Massachusetts, more particularly described in the "Legal Description" attached to the First Amendment to Master Deed of the Kimball Towers Commercial Condominium (referred to herein as the "Land"), and, in addition, includes the perpetual rights and easements on and upon the parcel of land (herein called the "Building Parcel") more particularly described as the First Parcel in Exhibit A to the Master Deed of the Kimball Towers Residential Condominium (herein called the "Residential Master Deed") recorded herewith, and the building on the Building Parcel (the "Building") situate thereon addressed as and generally known as 415 Bridge Street and 140 Chestnut Street in said Springfield,".

C. The undersigned acknowledge and agree that a portion of the common areas and facilities formerly of the Kimball Towers Residential Condominium located on the ground floor of the "Building" described in the Master Deed, consisting of a portion of the open lobby area near the passenger elevators as shown on Sheet 2 of the floor plans prepared by R. Wendell Phillips and Associates, Inc. originally recorded with the Master Deed of the Kimball Towers Residential Condominium were shown as part of the common areas and facilities of the Kimball Towers Residential Condominium by inadvertant error (said portion being shown as the "C1 Parcel" on Sheet 2 of the floor Plans of the Kimball Towers Residential Condominium prepared by

R. Wendall Phillips & Associates, Inc. recorded with the First Amendment to Master Deed of Kimball Towers Residential Condominium which is recorded concurrently herewith. It was intended that said area be included as part of the Kimball Towers Commercial Condominium, and specifically as a part of Unit C1 of said Kimball Towers Commercial Condominium. To establish and ensure that said C1 Parcel erroneously shown as part of the common areas and facilities of the Kimball Towers Residential Condominium are made a part of Unit C1 of the Kimball Towers Commercial Condominium, the First Amendment to the Master Deed of the Kimball Towers Residential Condominium specified that said C1 Parcel was granted, conveyed, transferred and removed from the common areas and facilities of the Kimball Towers Residential Condominium and that the undersigned Trustees of the Kimball Towers Realty Trust furthermore, the undersigned, being the sole owners of all of the units of the Kimball Towers Residential Condominium and the Kimball Towers Commercial Condominium, and, accordingly, said "C1 Parcel", is to submit said "C1 Parcel" to the provisions of the Master Deed establishing the Kimball Towers Commercial Condominium, as amended hereby. Accordingly, the undersigned Trustees of the Kimball Towers Realty Trust, referred to in the said Master Deed as "Sponsor", hereby, by duly executing and recording this First Amendment to Master Deed of the Kimball Towers Commercial Condominium, submit the said C1 Parcel to the extent incorporated on the floor plans recorded herewith, together with all easements, rights, benefits and appurtenances belonging thereto, to the provision of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as part of the Kimball Towers Commercial Condominium established under the aforesaid Master Deed, as amended hereby. The said Sponsor proposes to create, and does hereby create with respect to said C1 Parcel an additional portion of the Kimball Towers Commercial Condominium, governed by and subject to the provisions of said General Laws Chapter 183A, which said C1 Parcel shall be part of Unit C1 of the Kimball Towers Commercial Condominium, which said Unit C1, inclusive of said C1 Parcel, is shown on the "Plans" described in Paragraph 6 of the Master Deed of the Kimball Towers Commercial Condominium, as amended hereby.

D. Sub-paragraph 3(a) of the Master Deed of Kimball Towers Commercial Condominium appearing on Page 3 thereof is hereby amended by inserting the following new sentence at the end thereof:

"There are no buildings or other structures located on the Land as of the date of the First Amendment to Master Deed of the Kimball Towers Commercial Condominium."

E. The second grammatical paragraph of sub-paragraph 3(b) of the Master Deed of Kimball Towers Commercial Condominium appearing on Page 3 thereof, to-wit:

"The Condominium consists of three (3) units, designated on the plans as Units C1, C3, and C6. Unit C1 consists of the entire ground floor level of the Building, excluding the Common Elements and excluding the common areas and facilities of the Residential Condominium located on the ground floor.",

is hereby deleted in its entirety and the following is substituted therefor:

"The Condominium consists of four (4) units, designated on the "Plans" (referred to in Paragraph 6 hereof) as Units C1, C3, C6, and C9. Unit C1 consists of the entire ground floor level of the Building, excluding the Common Elements and excluding the common areas and facilities of the Residential Condominium located on the ground floor. Unit C9 consists of two segments, one segment being that one room located on the first floor of the Building as shown on the Plans, and the other segment being the Land. The Units are located and more specifically shown on the Plans."

F. The reference to "Exhibit I" set forth in the first grammatical paragraph of Paragraph 4 of the Master Deed, and in all other places in which the term "Exhibit I" appears in the Master Deed shall refer in each instance to "Amended Exhibit I to Master Deed of Kimball Towers Commercial Condominium" attached to the First Amendment to Master Deed of Kimball Towers Commercial Condominium. Amended Exhibit I hereto incorporates the Unit designation of Unit C9, its location, number of rooms, immediate common area to which it has access, approximate area, and proportionate interest in the common areas and facilities of the Kimball Towers Commercial Condominium, amends the proportionate interest in the common areas and facilities appurtenant to each of Units C1, C3, and C6 as set forth in Exhibit I originally recorded with the Kimball Towers Commercial Condominium Master Deed, and modifies the number of rooms in each of Units C1 and C3 as shown on the "Plans" described in Paragraph 6 of the Master Deed, as amended hereby, to take into account certain changes in the room configurations thereof arising since the original recording of the Master Deed.

G. The second grammatical paragraph of Paragraph 4 of the Master Deed of Kimball Towers Commercial Condominium is modified as set forth below:

- (1) The first two words thereof, to-wit: "Each Unit", is hereby deleted and the following is substituted therefor: "Each of Units C1, C3 and C6, and the portion of Unit C9 located within the Building".

- (2) The following new paragraph is inserted after sub-paragraph (b) of Paragraph 4, and before the grammatical paragraph near the bottom of Page 4 which starts with the words, "Portions of Units...":

"The portion of Unit C9 of the Kimball Towers Commercial Condominium which consists of the Land is enclosed by the intersection of the vertical Unit boundaries and the lower and upper Unit boundaries, as follows: the vertical Unit boundaries are the vertical planes of the boundaries of the Land as it is described in the Legal Description and shown on the plan thereof recorded with the First Amendment to Master Deed of the Kimball Towers Commercial Condominium; the lower Unit boundary is the plane of the surface of the ground of the Land; and the upper Unit boundary is the plane of the lowermost surface of the ceiling above Unit C6, as extended, measuring to a height of 33 feet, 10 inches, according to the Plans. In the event the owner of Unit C9 excavates any portion of the Land for the purpose of expanding Unit C9 below the surface of the Land in connection with construction of improvements upon the Land, which right is hereby granted to the owner of Unit C9, the lower Unit boundary of Unit C9 may be changed and modified upon the recording of all of the following: (a) an affidavit signed by all of the Unit Owners of Unit C9 of record stating their intention to change the lower Unit boundary of Unit C9 in accordance with the plans recorded with said affidavit, (b) a plan of the Unit, as the Land portion thereof is changed by reason of said excavation, prepared by a registered architect and/or registered land surveyor and bearing the verified statement of said architect or surveyor that said plans of said Unit C9 fully and accurately depict the layout, location, Unit number and dimensions of said Unit C9, as changed by said excavation and construction, as built, whereupon the lower Unit boundary of the portion of Unit C9 located on the Land shall be that shown on the amended floor plans, which lower Unit boundary shall include all portions of the construction or building located within the excavated area, (c) the written consent thereto by the Board of Managers of the Kimball Towers Commercial Condominium and (d) the written consent thereto by the holders of all mortgages encumbering Unit C9. Notwithstanding anything to

the contrary set forth in the Master Deed, as amended, including specifically the requirements of Paragraph 9, said amendment for Unit C9 lower Unit boundry shall become effective automatically when the foregoing procedures are complied with, and shall not require the approval of the owners of any other Units in the Condominium. There is hereby reserved to the owner of Lot C9 the right to use the Land, and all portions thereof beneath the surface thereof, for all uses permitted hereunder, and the right to place and construct therein and thereon pipes, ducts, conduits or other lines in said ground for all purposes, and to create easements for utilities or other lawful purposes on said ground."

H. Paragraph 6 of the Master Deed of Kimball Towers Commercial Condominium, to-wit:

"6. Floor Plans and Site Plan. Simultaneously with the recording hereof there has been recorded certain plans (herein the "Plans"), to-wit: a set of the floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions and approximate areas of the Units, as built, prepared by a Massachusetts architect."

is hereby deleted in its entirety and the following is substituted therefor:

"6. Floor Plans and Site Plan. Simultaneously with the recording of the Master Deed in Hapden County Registry of Deeds, Book 5944, Page 540, there was recorded a set of floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depicted the layout, location, unit numbers and dimensions and approximate areas of the Units, as built on November 1, 1985, prepared by a Massachusetts architect, which floor plans have been replaced and amended by the floor plans of the Building and the Units recorded with the First Amendment to Master Deed of Kimball Towers Commercial Condominium showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and

dimensions and approximate areas of the Units, as built prepared by a Massachusetts architect with respect to the Units, or portions thereof within the Building, and prepared by a registered Massachusetts Land Surveyor with respect to the portion of Unit C9 which consists of the Land. The floor plans and site plan recorded with the First Amendment to Master Deed of Kimball Towers Commercial Condominium shall replace in all respects the floor plans originally recorded with the Master Deed. Accordingly, the term "Plans", whenever used in the Master Deed of the Kimball Towers Commercial Condominium, as amended by the First Amendment to Master Deed of Kimball Towers Commercial Condominium, shall mean the floor plans and plan of the Land recorded with said First Amendment to Master Deed of Kimball Towers Commercial Condominium."

I. The following additional restrictions governing the use of the Units of the Kimball Towers Commercial Condominium are added to Paragraph 7 of the Master Deed by including therein the following sub-clauses (p) through (r), inclusive, immediately after sub-clause (o) thereof appearing on Page 10 of the Master Deed:

"(p) The Land which is a part of Unit C9 may be kept in a vacant and unused state, however, if said Land is used, it shall be used only for the purpose of providing parking spaces, parking areas, and related facilities for the owners of the units of the Kimball Towers Residential Condominium, and their family members, agents, tenants, guests, and other persons claiming by, through, or under them, and the owner of Unit C9 shall have the right to sublease, license, demise, assign, or otherwise grant and convey or license to any said party, a right to use, occupy and enjoy said parking spaces and facilities on the Land, and all compensation, payments, rents, fees, and other consideration paid for such rights shall belong entirely to the owner of Unit C9. The owner of Unit C9, subject to the terms and requirements of the Master Deed of the Kimball Towers Commercial Condominium and the By-Laws of the Kimball Towers Commercial Condominium Association, shall have the right to excavate the Land, and to improve, modify, or alter the same, in any manner which it may elect, at any time and from time to time, including the right to build such structures, betterments and improvements thereof which the owner of Unit C9 may determine in its sole discretion, provided however that all such structures, betterments and improvements shall, after completion, be used solely for the purpose of providing parking spaces, parking areas and parking facilities for the owners of the units of the Kimball Towers Residential Condominium, and their family members, agents, tenants, guests, and other persons claiming by, through, or under them.

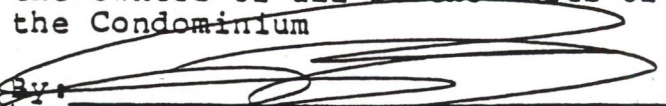
(q) No portion of the Units of the Kimball Towers Commercial Condominium shall be used for a dance club, a video arcade, a political office, for live entertainment after the hours of 8 o'clock P.M., a movie theater, funeral establishment, adult entertainment establishment, or for a wholesale business or freight forwarding business. This clause (q) may not be amended or modified without the prior written consent of the Kimball Towers Homeowners Association, the organization of unit owners of the Kimball Towers Residential Condominium, which Kimball Towers Homeowners Association shall be entitled to the enforcement of the provisions of this clause (q).

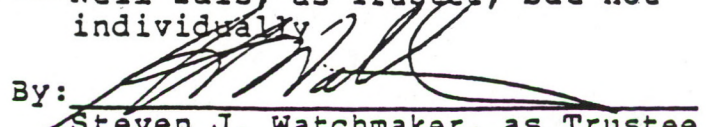
(r) In the event any of the Units shall be used as a restaurant or for a laundry or laundramat open for business to the public, or for any use other than for office uses (including professional offices), or for parking uses, or for the wholesale or retail sale of goods, said Unit shall be separately metered or sub-metered for all electricity, gas, and water and sewer utilities consumed therein, and the owner of said Unit shall be responsible to pay all charges therefor to the utility supplier (or, if there is sub-metering from the main meter of the Kimball Towers Homeowners Association or Kimball Towers Commercial Condominium Association, to the respective association from which sub-metering is made). This clause (r) may not be amended or modified without the prior written consent of the Kimball Towers Homeowners Association, which Kimball Towers Homeowners Association shall be entitled to the enforcement of the provisions of this clause (r)."

J. At the end of the first grammatical paragraph of Paragraph 7 of the Master Deed, the following new sentence is added: "All or any portion of Unit C1 located inside the Building may be used for parking purposes, and all or any portion of the segment of Unit C9 which consists of the Land may be used for parking purposes".

EXECUTED under seal on the day and year first abovewritten.

KIMBALL TOWERS REALTY TRUST,
under Declaration of Trust dated
July 2, 1984, recorded in Hampden
Deeds in Book 5645, Page 308 being
the owners of all of the Units of
the Condominium

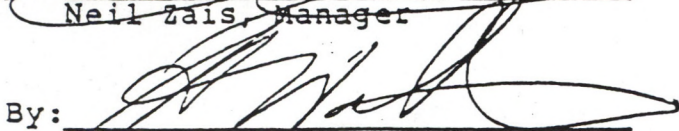
By: 
Neil Zais, as Trustee, but not
individually

By: 
Steven J. Watchmaker, as Trustee
but not individually

JOINED-IN AND CONSENTED TO BY:

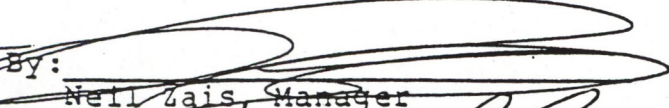
KIMBALL TOWERS COMMERCIAL CONDOMINIUM ASSOCIATION

By: 
Neil Zais, Manager

By: 
Steven J. Watchmaker, Manager

JOINED-IN AND CONSENTED TO BY:

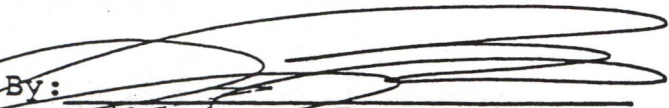
KIMBALL TOWERS HOMEOWNERS ASSOCIATION

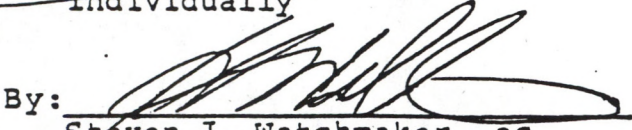
By: 
Neil Zais, Manager

By: 
Steven J. Watchmaker, Manager

JOINED-IN AND CONSENTED TO
BY THE "SPONSOR" AS DEFINED
IN THE MASTER DEED:

KIMBALL TOWERS REALTY TRUST

By: 
Neil Zais, as Trustee but not
individually

By: 
Steven J. Watchmaker, as
Trustee but not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 22, 1986

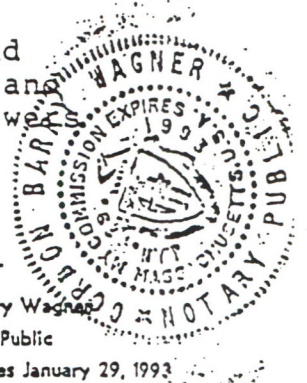
Then personally appeared the above-named Steven J. Watchmaker, as Trustee of Kimball Towers Realty Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, and the free act and deed of Kimball Towers Realty Trust, before me,

Gordon Barry Wagner

Notary Public

My Commission Expires: Gordon Barry Wagner
Notary Public

My Commission Expires January 29, 1993



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 22, 1986

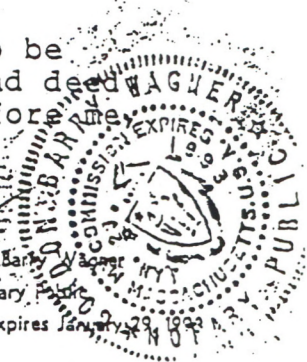
Then personally appeared the above-named Neil Zais and Steven J. Watchmaker, the members of the First Board of Managers of the Kimball Towers Commercial Condominium Association, and acknowledged the foregoing instrument to be their free act and deed, as Managers, and the free act and deed of Kimball Towers Commercial Condominium Association, before me,

Gordon Barry Wagner

Notary Public

My Commission Expires: Gordon Barry Wagner
Notary Public

My Commission Expires January 29, 1993



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 22, 1986

Then personally appeared the above-named Neil Zais and Steven J. Watchmaker, the members of the First Board of Managers of the Kimball Towers Homeowners Association, and acknowledged the foregoing instrument to be their free act and deed, as Managers, and the free act and deed of Kimball Towers Homeowners Association, before me,

Gordon Barry Wagner

Notary Public

My Commission Expires: Gordon Barry Wagner
Notary Public

My Commission Expires January 29, 1993



LEGAL DESCRIPTION

The land in Springfield, Hampden County, Commonwealth of Massachusetts, with the buildings thereon now known as the Kimball Towers, bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Bridge Street and the northeasterly line of Dwight Street, and

Running thence northeasterly along Bridge Street, eighty-three and 73/100 (83.73) feet to Davis Court;

Thence turning by an interior angle of 90°16' and running southeasterly along Davis Court, one hundred and 24/100 (100.24) feet to land now or formerly of the New England Blue Print Paper Co.;

Thence turning by an interior angle 89°45'45" and running southwesterly along last named lane and along land now or formerly of Raymond White, eighty and 98/100 (80.98) feet to Dwight Street;

Thence turning by an interior angle of 91°47' and running northwesterly along Dwight Street, one hundred and 36/100 (100.36) feet; to the PLACE OF BEGINNING, the last described line making an interior angle of 88°10'15" with the first described line.

Being a portion of the premises shown on a plan of land entitled "Hotel Kimball Company", drawn by Cobb, Beesley & Miles, Eng., Springfield, Mass., dated November, 1954, and recorded with Hampden County Registry of Deeds, Book of Plans 45, Page 90.

The foregoing premises have as appurtenant thereto all the right, title and interest of the Sponsor in and to Davis Court (designated "Alley" on said plan), Dwight Street and Bridge Street in said Springfield, including all rights and interests above and below the surface of said Davis Court, Dwight Street and Bridge Street.

For Sponsor's title to the foregoing premises see deed to Sponsor dated July 2, 1984 from Kimball Towers Corporation recorded in Hampden Registry of Deeds in Book 5645, Page 311.

Am reading these tonight but I initially see a problem for the C-9 purchasers. If C1 is the garage and is the "ground floor" and room is considered as being on the "ground floor", not on the "first floor" where we thought the room was.

AMENDED EXHIBIT 1 TO MASTER DEED OF KIMBALL TOWERS COMMERCIAL CONDOMINIUM

Unit	Unit Location	Number of Rooms in Unit	Impeding Common Area to Which Unit Has Access	Approximate Area of Unit (in sq. ft.)
C1	Ground Floor of Kimball Towers Building	2	None in Kimball Towers Commercial Condominium, but Unit has access to ground floor lobby areas of Kimball Towers Residential Condominium with access to Bridge Street, Davis Court, and Sullivan Street	16,950 SF
C3	First Floor in Kimball Towers Building	3	None in Kimball Towers Commercial Condominium, but Unit has access to first floor lobby areas of Kimball Towers Residential Condominium with access to Chestnut Street, and other ways	13,962 SF
C5	Mezzanine level of Kimball Towers Building	5	None in Kimball Towers Commercial Condominium, but Unit has access to first floor lobby areas by stairs to first floor of Kimball Towers Residential Condominium	6,225 SF

As per floor on the plan to the garage room?

What is Total Interest on Res.

Garage

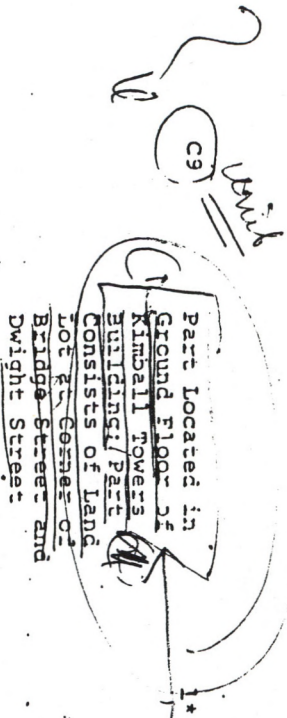
Ball Rooms

19,193

*MEZZ
Spice*

Inclusive of "Proposed Stairway" area as shown on floor plans recorded with this Master Deed

*Land lot not considered a room for this purpose although part of said Unit C9



REVISIONS
EXHIBIT I TO MASTER
KIMBALL TOWERS CONDOMINIUM

Unit
 Designation

Unit Location

Number of
 Rooms in Unit

Imagined Common Area to
 Which Unit Has Access

Approximate
 Area of Unit
 (in sq. ft.)

Proportional
 Increase in
 Common Expenses

As to Part Located in
 Ground Floor of Kimball
 Towers Building: Access
 to Ground Floor Lobby
 Areas of Kimball Towers
 Residential Condominium
 with Access Easement
 Over Same

As to Lot Portion: Not
 Immediately Accessible to
 Common Area

277 S.F. in
 location in
 Building and
 8,259 S.F. in Lot
 portion, or a
 total of
 8,536 S.F.

9,108
 1,570
 Parkley
 107
 ann
 107

we own
 18.18
 27.28
 54.54
 18.18
 72.72

RECEIVED
 MAR 17 1986
 AT 2:58 PM AND
 RECD FROM THE ORIGINAL